

AGREEMENT

Between the

QUEEN CITY ACADEMY CHARTER
SCHOOL

and the

QUEEN CITY ACADEMY EDUCATION
ASSOCIATION

JULY 1, 2018 THROUGH JUNE 30, 2021

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PREAMBLE

The Agreement entered into this _____ day of _____ 20____ by _____ and between the Queen City Academy Charter School, hereinafter called the “Board,” and the Queen City Academy Education Association, hereinafter called the “Association.”

Witnesseth:

WHEREAS, the Board and Association have an obligation, pursuant to NJSA 34:13A-1, et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

Jan 20, 2021

Jan 22, 2021

Jan 22, 2021

Jan 22, 2021

ARTICLE I RECOGNITION

All School Employees

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment all regularly employed, non-supervisory certificated and non-certificated employees employed by Queen City Academy Charter School.

Unless otherwise indicated, the term employee, when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

Unless otherwise indicated, the term teacher, when used in this Agreement shall refer to all those employees who are required to hold appropriate certificates issued by the State Board of Examiners.

Unless otherwise indicated, the terms support staff, and Educational Support Professionals (ESP) (Paraprofessionals) when used in this Agreement, shall refer to all those employees who are not required to hold appropriate certificates issued by the State Board of Examiners.

EXCLUDED:

Administrators employed under supervisory certifications. Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, police, casual employees and all other employees of the Queen City Academy Charter School.

References to males shall include females, and references to females shall include males.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A) All School Employees

- 1) Consistent with NJSA 34:13A-1 et seq., the Board shall not effect any mandatorily negotiable change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and those mandated by law.
- 2) Consistent with N.J.A.C.19: 12-2.1, the parties agree that the first meeting will be held not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, signed by all the parties and is subject to ratification by both parties.
- 3) The parties agree that the first meeting will be designated as a meet and greet, discuss ground rules scattergrams shall be presented, and an exchange of initial proposals.

ARTICLE III GRIEVANCE PROCEDURE

A) All School Employees

1. A grievance is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting the terms and conditions of employment for an employee or group of employees.
2. The term grievant shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.
3. A party in interest shall refer to the person or persons making the claim, and any person including the Association or Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B) Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C) The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be school days.

1. Level One: The grievant shall first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A grievance shall be raised within 15 days of the occurrence of the incident or within 15 days of the grievant/association becoming aware of the claim.
2. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within 15 days after the discussion at Level One or 15 days after the grievance was presented, whichever is sooner, the grievance will be reduced to writing and presented to the Academic Director and a copy sent to the Board President.
3. Level Three: If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within 20 days the grievance will be presented to the Board at the next board meeting.
4. Level Four: If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within 20 days after the Board meeting, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission (PERC) and the rules of such agency shall apply.

D) The only grievances which may be arbitrated are those alleging that there has been a violation of the expressly written terms of the locally negotiated agreement or law. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. Both parties agree that the Arbitrator's Remedy must not be Contrary to Established Law.

- E) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- F) Any grievant may represent himself/herself through Level Three of this procedure. When the grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.
- G) No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- H) If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Academic Director.
- I) All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted to the Association within the specified timeframes.
- J) Any and all documents, communications, and records dealing with the grievance shall be kept in a separate grievance file. Grievance documents shall not be kept in employee personnel files.
- K) A written grievance must identify:
 - 1) The specific contract provision(s) or policies that have been violated;
 - 2) The grievant(s)
 - 3) The nature and extent of the injury or loss
 - 4) The result of any previous discussions
 - 5) The reason for dissatisfaction with previous discussions
 - 6) The remedy sought
- L) The following matters shall not be a basis of a grievance under this article:
 - 1) A complaint by any non-tenured employee, which arises by reason of non-reemployment of said employee.
 - 2) A complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position to which tenure is not possible or not required.
 - 3) Any matter which according to law is either beyond the scope of board authority or limited by statute to unilateral board action.

ARTICLE IV EMPLOYEE RIGHTS AND PRIVILEGES

A) Teachers:

- 1) No employee shall be disciplined without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29. Non-Renewals are not subject to this provision.
- 2) No student's grade shall be changed without prior consultation with the teacher issuing that grade. If a student's grade is changed, the person making such change shall notify the teacher within 2 days of such change.

B) ESP

- 1) No employee shall be disciplined without just cause. Any such action shall be subject to binding arbitration pursuant to NJSA 34:13A-29. Non-Renewals are not subject to this provision.

C) All School Employees

- 1) Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee concerning any matter which could be disciplinary in nature, said employee shall be given 24 hours prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association present during such meeting or interview, as per Weingarten. The 24-hour notice period may be reduced in emergency circumstances.
- 2) Any suspension of any employee pending charges shall be consistent with statute. NJSA 18A:6-14
- 3) No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 4) Any criticism by a supervisor, administrator or Board member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
- 5) Any criticism of a supervisor, administrator or Board member shall be made in confidence and not in the presence of students, parents, or members of the public.
- 6) No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

- 7) An employee shall have the right, upon request, at a mutually convenient time, to review the contents of his/her personnel file and to receive copies at the employee's expense of any documents contained therein. An employee shall be entitled to have a Representative(s) of the Association accompany him/her during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete or otherwise inappropriate to retain, the decision to retain documents in a personnel file rests solely with the Director. A mutually convenient time shall be established, not to exceed 3 workdays.
- 8) Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
- 9) The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age, sexual orientation or gender identity.

ARTICLE V RIGHTS AND PRIVILEGES

Association Rights and Privileges

- A) All School Employees
- 1) Whenever any Representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
 - 2) The exclusive representatives of the Local Association shall be permitted to transact official Association business consistent with N.J.S.A. 34:13A-5.13 provided that this shall not interfere with or interrupt normal school operations or the contractual work day. Association business shall not be conducted in front of students.
 - 3) The Association or its designees shall have the right to use a school building, after dismissal for meetings. The Association shall adhere to the building use policy and a fee shall be determined for use. Emergency circumstances shall be approved on a case by case basis.
 - 4) The Association shall have the right to use school facilities and equipment including all types of audiovisual equipment after dismissal when such equipment is not otherwise in use. The Association is responsible for all costs or damage to equipment.
 - 5) The Association shall have in each worksite the exclusive use of a bulletin Board in the faculty lounge.
 - 6) The Association shall have the right to use the school mailboxes (both electronic and physical.) to conduct association business consistent with Board Policy.
 - 7) The rights and privileges of the Association and its Representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations.

Board Rights and Privileges

- A. The Association recognizes that the Board retains all rights, privileges, and responsibilities conferred upon it by the laws of the State of New Jersey and the United States and under the Constitution of New Jersey and the United States, including the right to manage the school. The Association further recognizes that the Board may not by agreement delegate authority and responsibility which, by law, are imposed upon and lodged with the Board exclusively nor be bound by this Agreement in matters that are non-negotiable and impermissibly intrude into areas of the managerial prerogative.
- B. The Board retains the right to hire, assign, promote, and direct employees covered by this Agreement and to take disciplinary action against said employees (up to and including discharge); and furthermore, to direct school operations, to determine educational policy, and to do all things necessary and proper to accomplish the mission of the school.
- C. This Agreement represents the full and complete understanding on all matters which were or could have been the subject of negotiations. Neither party, during the term of this Agreement, shall be required to negotiate with respect to any item that was or could have been the subject of negotiations.

ARTICLE VI WORK YEAR

A) Teachers

- 1) The work year for teachers shall consist of 193 working days.
- 2) One Hundred and eighty-four (184) student contact days. Nine (9) staff days. Three (3) emergency days will be added to the calendar and if not used will be removed from the calendar.
- 3) The school year shall not begin prior to the third (3rd) Monday in August.

ARTICLE VII WORK WEEK, WORK HOURS, AND WORK LOAD

- A) Teachers will have a maximum workday of eight (8) hours.
 - 1) Each day shall consist of:
 - a. a maximum of six hours of teaching time,
 - b. a minimum forty-five (45) minutes of consecutive, uninterrupted prep time.
 - c. a duty free minimum 20 minutes for lunch
 - 2) Administration may assign a maximum forty-five (45) minutes of administrative meetings twice a week at its discretion.
 - 3) All other time shall be at administrative discretion, including but not limited to passing time between classes.
- B) Staff Meetings shall be held twice per month, beginning at 3:45 and ending no later than 5:00. In an emergency Administration may require additional staff meetings.
- C) Parent-Teacher conferences shall be held three (3) times per year and will be scheduled between 1:00PM-7:30 PM. A thirty (30) minute dinner break will be scheduled between 3:30PM and 5:00PM.

ARTICLE VIII EMPLOYMENT PROCEDURES

- A. Each teacher shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.
- B. Credit on the salary schedule shall be given at the discretion of the Board.
- C. School employees must work ninety-seven (97) days of the work year to receive one year's credit toward their next salary increment. "Work" shall include all paid sick days, paid personal leave, and any other day when compensation is provided.

ARTICLE IX SENIORITY AND JOB SECURITY

- A) Seniority — Seniority shall be defined as continuous service in the school without regard to time spent in a bargaining unit.

- B) Reduction in Force
 - 1) A seniority list shall be provided to the Association by November annually and at the time of a contemplated Reduction in Force (RIF).

 - 2) Any reduction of positions shall be accomplished in the following manner:
 - a. Employees shall exercise their total employment seniority to replace a less senior employee in the same job category. If there is no less senior employee in the job category, they shall replace a less senior employee in a similar job within the unit.

 - b. In the event that a vacancy occurs, a laid-off employee shall be entitled to recall to the same job position in the order of his seniority.

 - c. Notice of recall to work shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail, return receipt requested. Within 30 days from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not he desires to return to the work involved in the recall.

 - d. Employees on the recall list shall be permitted to reject one job offering within his/her job, shift, hours, and days category of work, and still remain on the recall list. If, after two jobs have been offered and rejected, or if said employee fails to respond, said employee shall forfeit all rights to the recall list.

 - e. Job offerings not within the same job, shift, hours, and days category of work shall be offered to individuals on the recall list. Acceptance of such a position shall not affect his status on the recall list for his last position.

 - f. Seniority shall be accumulated during the period of layoff. Upon recall, employees shall have their accumulated seniority restored to the date of layoff.

 - g. Recalled employees shall have all benefits restored in accordance with their accumulated seniority, including but not limited to vacation eligibility, step on guide, etc.

 - h. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

ARTICLE X SALARIES, OVERTIME, AND OTHER FORMS OF REMUNERATION:

Effective 7/1/18- 2% increase, inclusive of increment: to be distributed as 1% to base, 1% as bonuses using the current merit system.

Effective 7/1/19 - 2% increase, inclusive of increment: to be distributed as 1.35% to base, 0.65% as bonuses using the current merit system.

Effective 7/1/20 - 2% increase, inclusive of increment: to be distributed as 1.65% to base, 0.35% as bonuses using the current merit system.

Extra-curricular stipends shall increase 1% effective 7 /1/19 and 1% effective 7/1/20.

See pages 27-29

ARTICLE XI EMPLOYEE EVALUATION

Teachers

- 1) Teachers shall be evaluated consistent with all applicable state statutes and regulations.
 - a) The administration will notify the Association six (6) months prior to implementation if the Administration decides to change evaluation models and will provide with proper training in the new model.
 - b) The evaluation system shall not be used in a disciplinary manner. It is understood that a poor evaluation may lead to a Corrective Action Plan and further action if the teacher does not show the stated improvement; this is not disciplinary use of the evaluation tool.

ARTICLE XII JOB POSTING PROCEDURES

All School Employees:

1) All school and unit vacancies shall be adequately publicized by the Board in accordance with the following procedure:

A notice shall be sent via email as far in advance as practicable, but no less than 10 workdays before the final date when applications must be submitted. A copy of said notice shall be emailed to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Board or its designee within the time limit specified in the notice, and the Administration shall acknowledge promptly writing the receipt of all such applications.

ARTICLE XIII LEAVE

All School Employees

- A. All ten (10) month employees shall be entitled to ten (10) sick leave days each school year as of the first workday of said school year. Sick days may be used for illness of an immediate family member as well as the employee themselves.
- B. All unused sick leave days shall be accumulated from year to year with no limit.
- C. In the event an employee of the unit is excluded from working because of an action taken by the school district's medical or health authorities due to exposure to contagious or infectious disease, or a quarantine is imposed on the employee's household, said employee shall not be subject to loss of pay and such absences shall not be counted against the employee's accrued sick leave, subject to any applicable State or Federal law.
- D. All employees shall be given a written accounting of accumulated sick leave days in September, December, March and June.
- E. Upon retirement employees who are members of the Association are eligible for the lump sum reimbursement of sick leave days to a maximum of \$15,000.
- F. A physician's note shall be required for absences of three (3) consecutive days or longer, or anytime sick leave abuse is suspected. In any unusual case of sick leave, the Board may require a physician's certificate to be filed with the Superintendent. This includes sick leave caused by illness, injury, or quarantine.
- G. When absence exceeds the annual and/or accumulated sick leave, a deduction will be made on the basis of a day's salary for each sick day.
- H. When an absence is found to be contrary to the provisions of the leave policy, the deduction of pay shall be based on the provision above. Three (3) days absence without notification of the school authorities constitutes a breach of contract. Any person so charged with breach of contract shall have the right to show evidence of a lack of ability to notify proper authorities. Such evidence, if substantiated, may result in the waiver of the breach of contract and reinstatement immediately, or as soon as is convenient. In the event of such absences caused by illness as defined above, annual and accumulated sick leave may be credited towards such absence.

ARTICLE XIV TEMPORARY LEAVES OF ABSENCE:

All School Employees:

A. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Time off with pay shall be granted for appearances in any legal proceeding connected with the individual's employment or with the school, which the employee is required to attend.
2. Up to five (5) days shall be granted in the event of the death of immediate family members (spouse, child, son-in-law, daughter-in-law, parent, stepparent, father in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law) and any other member of the immediate household. Employees shall be granted up to three (3) days in the event of death of an employee's relative outside the employee's immediate family as defined above (e.g. grandparent).

In the event of the death of an employee or student in the district, the immediate supervisor of said student or employee may grant to an appropriate number of employees sufficient time off to attend the funeral.

3. All employees covered by this agreement may attend the NJEA Convention without loss of pay in accordance with NJSA 18A:31-2.
4. In addition to the leaves granted above and in other articles of this Agreement, each employee is entitled to two (2) personal leave days per year for which no reason need be given.
5. Employees who are called to jury duty shall receive full pay for all time served on jury duty.

Article XV EXTENDED LEAVES OF ABSENCE:

All School Employees

- A. Maternity disability leave may be taken at any time prior to or following the birth of a child, as provided for by law. The Board may require the employee to provide medical documentation substantiating the need for such a leave.
- B. Employees shall be granted a child-rearing leave of absence without pay for a period up to one (1) year following the birth or adoption of a child. Employees wishing to return from child-rearing leave of absence in August must notify the Board by May 1st of the previous school year. Teachers wishing to return in February must notify the Board by December 1st of the current school year. At the sole discretion of the Board, a teacher may be permitted to return to work during any other month provided that such a return is not disruptive to the education process.
- C. All benefits to which an employee was entitled at the time her/his leave commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored upon her/his return. The employee shall be assigned to the same position which was held at the time said leave commenced if available, or if not, to a substantially equivalent position.
- D. The Association and the Board acknowledge that all teachers are entitled to applicable provisions of the Federal Family Leave Act, New Jersey Family Leave Act and the New Jersey Family Leave Insurance Act.

ARTICLE XVI MENTOR AND PROVISIONAL TEACHERS

A. Work Hours/Workload

No teacher shall serve as a mentor to more than two (2) Provisional/Alternate Route teachers per year. This provision does not apply to coaches.

B. Professional Development

1. All mentor training will accrue time toward Professional Development hours as set forth by statute.
2. All mentor teachers shall accrue time toward Professional Development for serving as a mentor, as set forth by statute NJSA 18A:6-127.

C. Vacancies:

The Administration will seek mentor volunteers before assigning mentees. If a teacher is involuntarily assigned to a mentoring position, said employee shall not be assigned and additional mentee until all other qualified teachers have either volunteered or have had a mentee involuntarily assigned.

ARTICLE XVII PROTECTION OF EMPLOYEES:

All School Employees

1. All school employees shall be indemnified per statute, NJSA 18A:16-6, 16-6.1 and shall be governed by the standards and procedures set forth in NJSA 59:10-4.

Article XVIII EXTRACURRICULAR ACTIVITIES:

Extra-curricular activities shall be memorialized with the stipend amount noted but that an asterisk be placed next to the grant funded positions and a note added indicating that the activity is grant funded and subject to the renewal of the grant as the same rate.

All grant-funded positions in which the funding has been reduced will be subject to negotiations based on the new grant amount. A stipend amount for any new extracurricular positions created by the Academy will be negotiated between the parties.

ARTICLE XIX INSURANCE PROTECTION

- A. Health Care and Dental Coverage. The Board shall provide individual health and dental benefits coverage. The Board will pay 100% of the premium costs for all such coverage subject to deductions required by Ch. 78, P.L. 2011. If members seek additional coverage for dependent family members or seek any other additional insurance such as disability, the premium associated with the additional coverage shall be paid by the member via payroll deduction. It is expressly understood that individual coverage continues from the start date of the members employment.

- B. The Board shall provide health care insurance protection coverage equal to, or better than, the 2017-2018 health care and dental insurance, respectively, provided by the Board for all employees. This includes the Health Savings Account (HSA) as previously provided by the board.

ARTICLE XX ACCESS TO UNIT MEMBERS (WDEA)

- A) Access to members of the Association and potential members (negotiations unit members) shall include, but not be limited to the following as consistent with N.J.S.A. 34:13A-1, et seq (the "Workplace Democracy Enhancement Act" or "WDEA"):
- B) Union Protection
- 1) The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates.
 - 2) The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.
- C) Membership Withdraw
If a negotiations unit member, who has affirmatively authorized dues deduction, notifies the Board or its agents that they wish to resign or relinquish membership in the Association, the Board shall provide notice of dues revocation a copy of to the Association five (5) calendar days of receiving notice of revocation of authorization for the payroll deductions.
- D) Indemnification
The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability arising from this Article.

ARTICLE XXI REPRESENTATION FEE

- A. The Board agrees to deduct from the salaries of its employees' dues for Queen City Education Association, the Union County Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate Association or Associations.
1. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.
 2. The Board agrees to deduct from employees' salaries money for services and other programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the moneys within 30 days of deduction, to such agencies. Any employee may have such deductions discontinued at any time upon 30 days written notice to the Board and the appropriate agency.
- B. All employees shall be permitted to utilize Automatic Payroll Deductions for participation in the Prudential Long term disability program or any other voluntary plan selected by the employee.
- C. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability arising from this provision.

ARTICLE XXII MISCELLANEOUS PROVISIONS

All School Employees

- A. This Agreement shall supersede any inconsistent Board policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual written agreement between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any such individual agreement contains any understanding inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Agreement shall be presented by the Employer to all employees now employed or hereafter employed by the Board.
- E. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to the following addresses:
 - If by Association, to Board President and Chief Academic Officer at 815 W 7th St., Plainfield, NJ 07063
 - If by Board, to Association at 111 Pineknoll Dr. Lawrenceville, NJ 08648 and 312 North Avenue East, Cranford, NJ 07016. It shall be the Association's responsibility to advise the Board within five (5) days if either of these addresses change (for example, due to an Association officer moving or a change in the officer due to an election).

ARTICLE XXIII EMPLOYEE ASSIGNMENT

- A. All certificated employees shall be given written notice of their salary, building and room assignments, tentative class schedules, and/or subject assignments for the forthcoming year, not later than the last day of school, whenever feasible, and subject to reasonable change as determined by the needs of this system. This section is not applicable to paraprofessionals.
- B. In the event that changes in such schedules, class and/or subject assignments, or room assignments, are proposed after the last day of school, any employees affected shall be notified in writing. This section is not applicable to paraprofessionals.
- C. Employees who may be required to use their own automobiles in the performance of their duties or in fulfilling the requirement to attend out-of-system training sessions or workshops, and employees who are assigned to more than one school per day, shall be reimbursed for all such travel at the current rate per mile in accordance with the State of New Jersey Department of Treasury, Office of Management and Budget Circulars for all driving done between arrival at the first location at the beginning of their work day, and their last assignment that day, and proper supporting documentation shall be submitted to the Board office. If the Department of Treasury/OMB reverts to allowing the IRS rate for reimbursement of mileage driven, then the IRS rate so specified shall apply. No reimbursement shall be allowed for daily commuting, driving from school to a place to have lunch, or to go home. Requests for reimbursement shall be filed in accordance with the Board Policy.
- D. When a regular substitute is not available for a classroom, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a regular teacher may be assigned to serve as a substitute.
- E. Lunch/cafeteria duty shall be an assignable duty as any other duty within the school. Such assignment(s) is (are) not subject to additional compensation or any limitation thereon. However, no employee will be deprived of their duty free lunch period. The Board will make reasonable effort to rotate such lunch/cafeteria duties in successive years wherever possible.
- F. Notice of an involuntary transfer or reassignment shall be given to the employee thirty (30) days prior to the transfer, except in cases of emergency or unavoidable change in circumstance. This provision is not applicable to paraprofessionals.
- G. An involuntary transfer or reassignment of an employee shall be made only after a meeting between the employee involved and the administrator, at which time the employee shall be notified of the reason therefore. The employee may, at his option, have an Association representative present at such a meeting.

Queen City Charter School - Certificated Staff Salary Guide

**YEAR 1
2018-19**

**YEAR 2
2019-20**

**YEAR 3
2020-21**

**Salary Guide
Step**

BA

1	50,210
2	50,415
3	50,805
4	51,205
5	51,700
6	52,200
7	52,700
8	53,200
9	53,700
10	54,450
11	55,200
12	56,200
13	57,200
14	58,200
15	59,200

OG1	74,700
OG2	76,752
OG3	74,500

**Salary Guide
Step**

BA

1	50,520
2	50,725
3	51,115
4	51,515
5	52,010
6	52,510
7	53,010
8	53,510
9	54,010
10	54,760
11	55,510
12	56,510
13	57,510
14	58,510
15	59,510

OG1	75,200
OG2	77,252
OG3	75,000

**Salary Guide
Step**

BA

1	50,990
2	51,195
3	51,585
4	51,985
5	52,480
6	52,980
7	53,480
8	53,980
9	54,480
10	55,230
11	55,980
12	56,980
13	57,980
14	58,980
15	59,980

OG1	75,700
OG2	77,752
OG3	75,500

Queen City Charter School Non-Certificated Staff Salary Guide

Step	Year 1 2018-2019	Year 2 2019-2020	Year 3 2020-2021
1	\$ 28,056	\$ 28,112	\$ 28,168
2	\$ 28,156	\$ 28,213	\$ 28,269
3	\$ 28,256	\$ 28,313	\$ 28,370
4	\$ 28,357	\$ 28,413	\$ 28,470
5	\$ 28,457	\$ 28,514	\$ 28,571
6	\$ 28,557	\$ 28,614	\$ 28,671
7	\$ 28,657	\$ 28,715	\$ 28,772
8	\$ 28,757	\$ 28,815	\$ 28,873
9	\$ 28,858	\$ 28,915	\$ 28,973
10	\$ 28,958	\$ 29,016	\$ 29,074
OG1	\$ 33,736	\$ 33,804	\$ 33,871

Coach/Nurse		
Jan. - June		
2021	1	60,085
	2	60,835
	3	61,595
	4	62,365
	5	63,145
	6	63,935
	7	64,735
	8	65,545
	9	66,365
	10	67,195
	11	68,035
	12	68,885
	13	69,745
	14	70,615
	15	71,500

Paraprofessional Guide		
January -		
June 2021		
	1	28,030
	2	28,380
	3	28,735
	4	29,095
	5	29,460
	6	29,830
	7	30,205
	8	30,585
	9	30,965
	10	31,350

Afterschool Activities/Extracurricular

	2018-2019	2019-2020	2020-2021
Afterschool Activity	1 \$ 500	\$ 505	\$ 510
Science Testing Coordinator	1 \$ 1,000	\$ 1,010	\$ 1,020
Yearbook/ Picture Advisor	2 \$ 1,000	\$ 1,010	\$ 1,020
Student Council Advisor	1 \$ 1,000	\$ 1,010	\$ 1,020
8th Grade Advisor	1 \$ 1,000	\$ 1,010	\$ 1,020
Choir Director	2 \$ 1,000	\$ 1,010	\$ 1,020
Male Mentoring *	2 \$ 1,000	\$ 1,010	\$ 1,020
Girls Mentoring *	2 \$ 1,000	\$ 1,010	\$ 1,020
Parent Outreach Coordinato	2 \$ 500	\$ 505	\$ 510
Garden Club	2 \$ 1,000	\$ 1,010	\$ 1,020
PARCC Testing Coordinator	2 \$ 1,000	\$ 1,010	\$ 1,020
Dance Club Facilitator	1 \$ 1,000	\$ 1,010	\$ 1,020
Science Fair	2 \$ 500	\$ 505	\$ 510
Hope Club	1 \$ 1,000	\$ 1,010	\$ 1,020
1st Tee Golf *	1 \$ 1,000	\$ 1,010	\$ 1,020
Girl Scouts Lead On	1 \$ 1,000	\$ 1,010	\$ 1,020
A-Net Testing Facilitator	1 \$ 500	\$ 505	\$ 510
STEM Boat Build Instructors'	2 \$ 1,000	\$ 1,010	\$ 1,020
Mentor Teachers	6 \$ 800	\$ 808	\$ 816
Girls on the Run	2 \$ 500	\$ 505	\$ 510
PARCC Academy Weekdays*	\$ 40 hr	\$ 40	\$ 41
PARCC Academy Weekends*	\$ 80 hr	\$ 81	\$ 82

CERTIFICATED BONUS - Queen City Charter School

Year 1 2018-19

	1% of Base	
Base		1,717,052
	1%	\$ 17,171

Year 2 2019-20

	0.65%	
Year 1:		\$ 1,734,223
	0.65%	\$ 11,272

Year 1	
Highly Effective	\$1,226
Effective	\$613
Partially Effective	\$0
Ineffective	\$0

Year 2	
Highly Effective	\$806
Effective	\$403
Partially Effective	\$0
Ineffective	\$0

Year 3 2020-21

	0.35%	
Year 2		\$ 1,757,701
	0.35%	\$ 6,152

Year 3	
Highly Effective	\$534
Effective	\$267
Partially Effective	\$0
Ineffective	\$0

*** CALCULATIONS BASED ON SCORES PROVIDED BY ADMINISTRATION


ARTICLE XXIV DURATION OF AGREEMENT


- A. This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021, subject to the Association’s right to negotiate over a successor agreement, as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

- B. IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries/designees, and their corporate seals to be placed hereon, all on the day and year first above written.

**QUEEN CITY ACADEMY EDUCATION
ASSOCIATION**


**QUEEN CITY ACADEMY CHARTER
SCHOOL**


By: 
Eric Koellner (Jan 22, 2021 16:48 EST)
President
Date: Jan 22, 2021

By: 
Karen Moore (Jan 22, 2021 16:21 EST)
President
Date: Jan 22, 2021

ATTEST:

ATTEST:


Gary Corcoran (Jan 22, 2021 16:43 EST)
Secretary
Date: Jan 22, 2021


Christopher Lessard, SFO (Jan 20, 2021 10:48 EST)
Secretary
Date: Jan 20, 2021











CBA QCACS and QCAEA_2018-2021 4838-7885-8440 v.1 (005)


Final Audit Report

2021-01-22

Created:	2021-01-08
By:	Maryanne Rodriguez (mrodriguez@njea.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxyLWEc9eulqCxoafIxZCdsDNBNyuUZ8l

"CBA QCACS and QCAEA_2018-2021 4838-7885-8440 v.1 (005)" History

-  Document created by Maryanne Rodriguez (mrodriguez@njea.org)
2021-01-08 - 0:36:25 AM GMT- IP address: 71.187.89.207
-  Document emailed to Christopher Lessard, SFO (clessard.sba@gmail.com) for signature
2021-01-08 - 0:41:31 AM GMT
-  Email viewed by Christopher Lessard, SFO (clessard.sba@gmail.com)
2021-01-08 - 4:02:50 AM GMT- IP address: 70.15.8.18
-  Email viewed by Christopher Lessard, SFO (clessard.sba@gmail.com)
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-  Document e-signed by Christopher Lessard, SFO (clessard.sba@gmail.com)
Signature Date: 2021-01-20 - 3:48:47 PM GMT - Time Source: server- IP address: 204.186.113.142
-  Document emailed to Karen Moore (kmoore@queencity.edu) for signature
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-  Email viewed by Karen Moore (kmoore@queencity.edu)
2021-01-20 - 5:12:50 PM GMT- IP address: 73.248.177.247
-  Email viewed by Karen Moore (kmoore@queencity.edu)
2021-01-21 - 3:23:59 AM GMT- IP address: 73.248.177.247
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Signature Date: 2021-01-22 - 9:43:46 PM GMT - Time Source: server- IP address: 24.184.233.60

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 Email viewed by Eric Koellner (ekoellner@gmail.com)

2021-01-22 - 9:48:18 PM GMT- IP address: 66.102.8.5

 Document e-signed by Eric Koellner (ekoellner@gmail.com)

Signature Date: 2021-01-22 - 9:48:53 PM GMT - Time Source: server- IP address: 71.168.140.166

 Agreement completed.

2021-01-22 - 9:48:53 PM GMT